

**UNITED STATES DISTRICT COURT
DISTRICT OF MAINE**

TOWD POINT MORTGAGE TRUST)	
2018-6, US BANK NATIONAL)	
ASSOCIATION, as Indenture Trustee)	
)	Docket No. 1:23-cv-00458-NT
Plaintiff,)	
)	
v.)	
)	RE: 14 Welch Street,
MARVIN YOUNG,)	Norridgewock, ME 04957
)	
Defendant,)	Mortgage: October 19, 2007
)	Book 3928, Page 146
JP MORGAN CHASE, NA,)	Somerset County Registry of Deeds
)	
Party-in-Interest.)	

CONSENT JUDGMENT OF FORECLOSURE AND SALE

Now comes the Plaintiff, Towd Point Mortgage Trust 2018-6, U.S. Bank National Association, as Indenture Trustee, and the Defendant, Marvin Young, and hereby submit this Consent Judgment of Foreclosure and Sale.

Count I – Foreclosure and Sale and Count II – Declaratory Judgment is hereby

ENTERED as follows:

1. If the Defendant or his heirs or assigns pay Towd Point Mortgage Trust 2018-6, U.S. Bank National Association, as Indenture Trustee (“**Towd Point**”) the amount adjudged due and owing (\$85,516.72) within 90 days of the date of the Judgment, as that time period is calculated in accordance with 14 M.R.S. § 6322, Towd Point shall forthwith discharge the Mortgage and file a dismissal of this action on the ECF Docket. The following is a breakdown of the amount due and owing:

Description	Amount
Principal Balance	\$76,743.55
Interest	\$3,995.41
Unpaid Late Charges	\$29.52
Escrow Advance	\$3,192.99
Advance Balance	\$1,549.92
Interest on Advance	\$5.33
Grand Total	\$85,516.72

2. If the Defendant or his heirs or assigns do not pay Towd Point the amount adjudged due and owing (\$85,516.72) within 90 days of the judgment, as that time period is calculated in accordance with 14 M.R.S. § 6322, his remaining rights to possession of the real property located at 14 Welch Street in Norridgewock, Maine (the “**Norridgewock Property**”) shall terminate, and Towd Point shall conduct a public sale of the Norridgewock Property in accordance with 14 M.R.S. § 6323, disbursing the proceeds first to itself in the amount of \$85,516.72 after deducting the expenses of the sale, with any surplus to the Defendant or the heirs or assigns, in accordance with 14 M.R.S. § 6324. Towd Point may not seek a deficiency judgment against the Defendant Marvin Young pursuant to the Plaintiff’s waiver of deficiency and the fact that this is an *in rem* judgment only as the Defendant is not a party to the Note.

3. Pursuant to 14 M.R.S. § 2401(3)(F), the Clerk, if requested, shall sign a certification after the appeal period has expired, certifying that the applicable period has expired without action or that the final judgment has been entered following appeal.

4. The amount due and owing is \$85,516.72 and the mortgage loan is in default. The Defendant, Marvin Young, having failed to comply with the terms of the Mortgage, the object of this litigation, is in breach of the Mortgage.
5. The priority of interests is as follows:
 - Towd Point Mortgage Trust 2018-6, U.S. Bank National Association, as Indenture Trustee has first priority, in the amount of \$85,516.72, pursuant to the subject Note and Mortgage.
 - The Defendant has third priority behind the Plaintiff.
6. The prejudgment interest rate is 3.375%, *see* 14 M.R.S. § 1602-B, and the post-judgment interest rate is 5.13%, pursuant to 28 U.S.C. 1961.
7. The following information is included in this Judgment pursuant to 14 M.R.S. § 2401(3):
 - a. The docket number of this case is No. 1:23-cv-00458-NT.
 - b. The Defendant, the only party to these proceedings besides Towd Point, received notice of the proceedings in accordance with the applicable provisions of the Federal Rules of Civil Procedure.
 - c. A description of the real estate involved, 14 Welch Street, Norridgewock, ME 04957, is set forth in Exhibit A to the Judgment.
 - d. The street address of the real estate involved is 14 Welch Street, Norridgewock, ME 04957. The Mortgage was executed by Katherine Emery and Marvin Young on October 19, 2007. The book and page number of the Mortgage in the Somerset County Registry of Deeds is Book 3928, Page 146.

- e. The Defendant, Marvin Young, having failed to comply with the terms of the Mortgage, the object of this litigation, is in breach of the Mortgage.
- f. This Judgment shall not create any personal liability on the part of the Defendant but shall act solely as an *in rem* judgment against the property, 14 Welch Street, Norridgewock, Maine 04957.
- g. This Judgment shall also confirm and declare the Plaintiff, Towd Point Mortgage Trust 2018-6, U.S. Bank National Association, as Indenture Trustee the owner of the property.

Dated: August 27, 2024

/s/ Reneau J. Longoria, Esq.
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Dated: August 16, 2024

/s/ Marvin Young
Marvin Young
968 Key Lime Drive
Venice, FL 34292

SO ORDERED.

/s/ Nancy Torresen
United States District Judge

Dated this 9th day of September, 2024.